

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**EARTHCAM, INC., a Delaware
corporation;**

Plaintiff,

v.

**OXBLUE CORPORATION, a
Georgia corporation;**

and

**CHANDLER McCORMACK,
Individually;**

and

**JOHN PAULSON,
Individually;**

and

**BRYAN MATTERN,
Individually;**

Defendants.

CIVIL ACTION

FILE NO. _____

JURY TRIAL DEMANDED.

COMPLAINT

Plaintiff EarthCam, Inc. (“EarthCam”) sues – demanding trial by jury – OxBlue Corporation (“OxBlue”), Chandler McCormack (“McCormack”), John Paulson (“Paulson”), and Bryan Mattern (“Mattern”) (collectively referred to as “Defendants”) under the Computer Fraud and Abuse Act (“CFAA”), the Copyright

Act, the Lanham Act, the Georgia Computer Systems Protection Act (“GCSPA”), the Georgia Trade Secrets Act (“GTSA”), and The Georgia Uniform Deceptive Trade Practices Act (“GUDTPA”) and states as follows:

PARTIES

1. Plaintiff EarthCam is a Delaware corporation headquartered in Hackensack, New Jersey.

2. Defendant OxBlue is a Georgia corporation headquartered in Atlanta, Georgia.

3. Defendant McCormack, a citizen of Georgia, is president and chief executive officer of OxBlue and personally directed, controlled and participated in the illegal activity set forth in this complaint and is thus personally liable for the damage to EarthCam described herein.

4. Defendant Paulson, a citizen of Georgia, is chief financial officer of OxBlue and personally directed, controlled and participated in the illegal activity set forth in this complaint and is thus personally liable for the damage to EarthCam described herein.

5. Defendant Mattern, a citizen of Georgia, is chief technology officer of OxBlue and personally directed, controlled and participated in the illegal activity

set forth in this complaint and is thus personally liable for the damage to EarthCam described herein.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over EarthCam's claims pursuant to 28 U.S.C. § 1331, 1332(a), 1338 and 1367(a).

7. Venue is proper in this district under 28 U.S.C. § 1391(b) and 1400(a) because the Defendants reside in this District; and a substantial part of the events giving rise to EarthCam's claims occurred in this district.

STATEMENT OF FACTS

Background

8. EarthCam is a privately held technology and services company founded in 1996. EarthCam offers a broad line of camera systems ranging from traditional security applications to multi-megapixel robotic panoramic camera systems and high-definition streaming video systems. EarthCam's business model is based on hardware purchases with monthly and yearly service subscriptions. EarthCam is established as an Internet camera technology company and its employees include developers, programmers, engineers and designers. EarthCam's mission is to constantly improve and evolve the proprietary technology used in its camera systems and online portal.

9. In 2001, McCormack and others created OxBlue from an architectural concern. OxBlue was formed to trade on the successful business model developed by EarthCam. Like EarthCam, OxBlue's business model is based on hardware purchases with monthly and yearly support-service subscriptions.

10. Until recently, the majority of OxBlue's organization was focused on sales and marketing rather than on product development. OxBlue offered one basic fixed-position wireless camera system and a basic online software interface. OxBlue's technology development was outsourced or produced on a for-hire basis.

11. However, in the last year and most recently in May 2011, OxBlue illegally acquired access to EarthCam's copyrighted, proprietary technology, which – on information and belief – it then duplicated to incorporate into new and competing products and services. May 2011's invasion was the culmination of a course of conduct conceived and executed by defendants OxBlue, McCormack, Paulson, and Mattern.

The Road to OxBlue's Misappropriation of EarthCam's Proprietary Information

12. Commencing on or about January 25, 2002, defendant McCormack began contacting EarthCam. Presenting himself as a potential customer, he requested demonstrations of EarthCam technology and services. Masquerading as

a customer he engaged EarthCam's technical support personnel in conversation in order to garner the details of EarthCam's platform, systems and hardware.

13. On information and belief, other OxBlue employees, following McCormack's footsteps, also called and emailed EarthCam, posing as potential customers in a phishing attempt to gain access to proprietary information.

14. Next, as documented by EarthCam's web server logs, OxBlue employees began using automated computer programs to track updates to EarthCam's website. OxBlue employees from 2002 to 2011 routinely and methodically accessed EarthCam's website to closely follow the progress of EarthCam's offerings as shown to the world. In this manner, OxBlue constantly combed EarthCam's portfolio pages, customer testimonials and press release pages.

15. OxBlue's tracking of EarthCam's website was so obsessive and continuous that OxBlue was capable of tracking one of EarthCam's rare system outages.

16. One such outage occurred on June 25, 2008. Defendant McCormack immediately sent an unsolicited broadcast email to EarthCam clients informing them that EarthCam's systems were down and that EarthCam as such was unreliable and should be abandoned in favor of OxBlue's services.

OxBlue's Solicitation of a Former EarthCam Employee

17. Not content with the information OxBlue gained from its phishing and other efforts, OxBlue solicited and accepted proprietary information from Richard Hermann, a former employee of EarthCam.

18. While employed at EarthCam, Mr. Hermann had signed on July 10, 2006, a noncompetition, nondisclosure, and inventions agreement. Under this agreement, Hermann agreed for two years from the end of his employment not to "reveal to any person, association or company any of the trade secrets or confidential information concerning the organization, business or finances of [EarthCam] so far as they have come or may come to [his] knowledge" Hermann also agreed for two years not to work for a competing company.

19. In violation of this agreement, Hermann, who left EarthCam on June 6, 2008, began working with OxBlue at least as early as February 2010. Hermann had access to proprietary information about EarthCam's technology development, particularly regarding upgrades to its premier Robotic Megapixel Camera.

20. After Hermann's contact with OxBlue and prior to EarthCam's 2011 announcement of an important modification to its Robotic Megapixel Camera, OxBlue announced a camera with similar hardware features. On information and

belief, OxBlue would have not have known of this technology absent the contact from Hermann in violation of his non-compete.

21. OxBlue, however, still did not offer a completely competitive offering. Although OxBlue's "robotic" camera can record images up to 12 megapixels, its online camera interface does not offer user control of the camera robotics and can only display images up to 6 megapixels. EarthCam's robotic camera and its online camera interface both record and display images up to 12 megapixels, plus it offers users full access and control of the camera robotics.

22. Hermann's improper disclosure of EarthCam's secrets to OxBlue further whet the appetite of OxBlue and McCormack to learn the inner workings of EarthCam's software to fully exploit the capabilities of the hardware.

OxBlue's Unauthorized Access of EarthCam's Systems

23. Although most of EarthCam's proprietary technology is beyond public view, password protected for use by customers depending on their individualized technology and subscription services, OxBlue sought to go beyond these closed doors.

24. To gain this knowledge, OxBlue employees first began accessing EarthCam's computer systems by using "Guest" user accounts that allowed OxBlue access to a section of EarthCam's camera control system feature-set.

25. In order to gain “Guest” access to EarthCam’s systems, OxBlue employees, including McCormack, had to click through and accept EarthCam’s End User License Agreement (“EULA”). The EULA specifically restricted unauthorized display, reverse-engineering, and any use or copying of EarthCam’s copyrighted, proprietary information. OxBlue’s access was unauthorized and in blatant violation of the terms of the license agreement.

26. OxBlue’s actions did not go unnoticed. EarthCam’s security detected the entries from OxBlue’s Internet Protocol (IP) address. EarthCam created an internal security policy to specifically deny access to anyone attempting to access EarthCam’s systems from OxBlue’s office’s Internet Protocol (“IP”) address.

27. Thwarted by EarthCam’s security, OxBlue next resorted to soliciting access via EarthCam’s customers. The goal was to get “Admin access,” which is EarthCam’s most expensive and highest level of access offered to a limited group of customers.

28. Toward that end, on or about May 2, 2011, McCormack requested that Chip Foley (Foley) of Forest City Ratner Companies (FCRC), a longtime EarthCam client, provide OxBlue with his login credentials for “Admin access.” McCormack represented that OxBlue would purchase from Foley the EarthCam camera systems, hardware and software, and then copy the products and services

offered by EarthCam on an “item for item” basis to get Foley’s business. Among the services offered by EarthCam to Foley was streaming video, which OxBlue also did not provide.

29. By gaining “Admin access” OxBlue, McCormack, Paulson, and Mattern wrongfully received proprietary information that is not available for display, duplication or reverse-engineering pursuant to EarthCam’s EULA. OxBlue, McCormack, Paulson, and Mattern’s trespass into the inner-workings of EarthCam’s website was intentionally wrongful or in reckless disregard for the fact that their activity was illegal and impermissible.

30. Foley provided OxBlue with two user accounts and passwords. On May 20, 2011, from 5:04 P.M. to 5:29 P.M., an OxBlue employee attempted to login with the customers’ credentials from OxBlue’s offices, but was foiled by EarthCam’s security policy denying access to OxBlue’s IP address.

31. At around 5:30, the OxBlue employee realized that EarthCam’s system was blocking OxBlue’s IP address. Determined to gain access to EarthCam’s proprietary information with the surreptitiously obtained passwords, the OxBlue employee used another computer, likely a laptop, to login from a different IP address.

32. This time, the OxBlue employee's login attempts were successful. OxBlue, and likely McCormack, gained "Admin access." From 5:43 P.M. to 6:06 P.M., OxBlue accessed restricted pages containing copyrighted, proprietary information about both the operational aspects of EarthCam's camera systems and its portal interface.

33. At one point, OxBlue attempted to gain access to the directory hierarchy, but EarthCam's security blocked the access. However, the security block itself revealed proprietary information to OxBlue. From 8:54 P.M. to 10:19 P.M., the OxBlue employee continued to view and probe EarthCam's systems.

34. The next morning, May 21, 2011, OxBlue logged in again and accessed EarthCam's systems from 8:32 A.M. to 7:24 P.M.¹

35. During the unauthorized access on May 20 and 21, OxBlue had the opportunity to not only view but copy proprietary and copyrighted information – including EarthCam's page source code.

36. Tellingly, since May 21, 2011, OxBlue has not attempted to access EarthCam's systems with either a "guest" or "admin" account. Further, OxBlue has ceased its automatic pinging of the EarthCam website. OxBlue has no further

¹ EarthCam designed the online camera interface to allow users to remain logged on for prolonged periods of time because of client needs. The functionality of EarthCam's products and services is not compatible with a financial-institution-type log-out after a period of inactivity.

need to sleuth EarthCam's system. OxBlue used its unauthorized access to steal the goods from EarthCam's store.

37. OxBlue's illegal activities have not been limited to its unauthorized access to EarthCam's website. OxBlue also has engaged in false advertising and deceptive trade practices in its efforts to compete with market-leader EarthCam.

False Advertising and Deceptive Trade Practices

38. The June 26, 2008, email described above that OxBlue broadcast to EarthCam's customers during EarthCam's system outage stated that OxBlue was "the leader in construction camera services and technology." This statement was false.

39. At the time, OxBlue's entire business model was focused on one fixed-position wireless camera system with a basic online software interface. EarthCam, on the other hand, has for years offered a broad line of camera systems ranging from traditional security cameras to robotic multi-megapixel camera systems and high-definition streaming video systems.

40. OxBlue is not and never has been "the leader in construction camera services and technology." On information and belief, OxBlue continues to make similar false marketing statements to EarthCam customers or prospective customers.

41. On November 10, 2010, OxBlue issued a press release announcing a robotic 12-megapixel camera. In the press release, Defendant Mattern stated that “our customers now have access to the most reliable, highest performance and simple [simple] to use PTZ [“Pan Tilt Zoom”] construction camera system possible.” This statement is false.

42. As discussed above, while OxBlue’s robotic camera is capable of recording images at up to 12 megapixels, its online camera interface can only display images up to 6 megapixels. Further, OxBlue’s robotic camera system is incapable of providing streaming video. Accordingly, OxBlue’s PTZ construction camera system was not and never has been the “highest performance” camera system.

43. Moreover, as of the date of filing of this complaint, OxBlue’s website boasted that its robotic camera system is the “first megapixel PTZ system capable of reliably delivering professional-quality time-lapse construction video.” This statement is false.

44. EarthCam marketed, sold and refined a robotic camera system with pan, tilt, zoom, and time-lapse video functions for more than five years before OxBlue offered any robotic camera system.

45. OxBlue's literally false or misleading statements have had and continue to have a material effect on the purchasing decisions of potential buyers.

46. OxBlue's literally false or misleading statements are intended to deceive or have the capacity to deceive potential customers as to the quality of OxBlue's camera system offerings compared to EarthCam's offerings.

47. OxBlue disseminated these literally false or misleading statements in interstate commerce in an attempt to unfairly entice customers to purchase OxBlue camera systems instead of EarthCam systems.

48. OxBlue's false and misleading statements have injured and are likely to continue to injure EarthCam.

49. If OxBlue's dissemination of false claims continues, OxBlue will benefit from the deception. OxBlue will earn profits at EarthCam's expense. Moreover, EarthCam is likely to lose sales, market share and customer good will because of OxBlue's dissemination of false advertising and deceptive trade practices.

Count One:

Violation of CFAA

50. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 of this complaint as if set forth fully here.

51. OxBlue, McCormack, Paulson, and Mattern engaged in activities that constitute both criminal and civil violations of the CFAA, 18 U.S.C. § 1030.

52. OxBlue, McCormack, Paulson, and Mattern intentionally accessed EarthCam's computers without authorization, or exceeded authorized access, thereby obtaining information from EarthCam's protected computers, which are used in or affecting interstate commerce or communication.

53. OxBlue, McCormack, Paulson, and Mattern acted knowingly and with intent to defraud. By intentionally accessing EarthCam's computers without authorization, or by exceeding authorized access, OxBlue and McCormack obtained information valued at more than \$5,000 in any 1-year period.

54. OxBlue, McCormack, Paulson, and Mattern's violations of the CFAA have caused, and will continue to cause, EarthCam to suffer damages.

Count Two:

Conspiracy to Violate the CFAA

55. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 and 51 to 54 of this complaint as if set forth fully here.

56. OxBlue, McCormack, Paulson, and Mattern entered into a conspiracy – outside the confines of the corporate conspiracy doctrine because of the criminal law violation – to accomplish a common, unlawful design to steal EarthCam's confidential and proprietary information.

57. In particular, OxBlue, McCormack, Paulson, and Mattern conspired to obtain login credentials from an EarthCam customer; to use those credentials to gain access to EarthCam's proprietary information stored on its computer systems; and to copy that proprietary information for the purpose of integrating it into OxBlue products to be marketed and sold.

58. In furtherance of their unlawful design, the conspirators intentionally accessed EarthCam's computers and networks without authorization or by exceeding authorization and obtained proprietary information from EarthCam's protected computers, which are used in or affecting interstate commerce or communication.

59. Moreover, OxBlue, McCormack, Paulson, and Mattern acted knowingly and with intent to defraud. By intentionally accessing EarthCam's computers without authorization, or exceeding authorized access, OxBlue, McCormack, Paulson, and Mattern obtained information valued at more than \$5,000 in any 1-year period.

60. OxBlue's, McCormack's, Paulson's, and Mattern's violations of the CFAA have caused, and will continue to cause, EarthCam to suffer damages.

Count Three:

Violation of the Lanham Act, False Advertising Under 15 U.S.C. § 1125(a)

61. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 of this complaint as if set forth fully here.

62. OxBlue has made and is making false and misleading representations of fact regarding its position in the construction camera services market and regarding its robotic camera system offerings in connection with the sale or offering for sale of OxBlue's products in interstate commerce.

63. McCormack, Paulson, and Mattern directed and participated in OxBlue's false and misleading representations.

64. OxBlue's representations have deceived or have the capacity to deceive customers as to the quality of OxBlue's products and services compared to EarthCam's products and services.

65. OxBlue's representations have had and will have a material effect on the purchasing decisions of customers.

66. OxBlue's, McCormack's, Paulson's, and Mattern's actions violate Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(1)(b)

67. OxBlue, McCormack, Paulson, and Mattern are causing or are likely to cause substantial injury to EarthCam for which EarthCam has no adequate remedy at law. If OxBlue, McCormack, Paulson, and Mattern's actions are not enjoined, EarthCam will continue to lose sales, profits, and market share in an amount that cannot easily be quantified.

68. EarthCam is entitled to permanent injunctive relief, and to recover OxBlue's profits as well as EarthCam's actual and trebled damages, costs and reasonable attorney's fees under 15 U.S.C. §§ 1125, 1116, and 1117.

Count Four:

Copyright Infringement

69. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 of this complaint as if set forth fully here.

70. EarthCam has filed the required registrations with the United States Copyright Office to bring this claim. *See* Exhibit A.

71. When OxBlue accessed EarthCam's systems on May 20 and 21, 2011, OxBlue had access to and – on information and belief – copied the underlying source code for the web pages encompassing EarthCam's copyright-protected online interface for its robotic camera system. On information and belief, examination of OxBlue's computers will reveal the illegal copying of the protected material from EarthCam's website.

72. OxBlue, McCormack, Paulson, and Mattern, by accessing and copying the source code, have infringed and continue to infringe EarthCam's copyrights in violation of Sections 106 and 117 of the Copyright Act. 17 U.S.C. § 106 and 117

73. As a result of their wrongful conduct, OxBlue, McCormack, Paulson, and Mattern are liable to EarthCam for copyright infringement pursuant to 17 U.S.C. § 501. Furthermore, OxBlue's, McCormack's, Paulson's, and Mattern's acts of infringement were willful.

74. OxBlue has been unjustly enriched by virtue of its copyright infringement in the amount equal to the value of the copyrighted material infringed.

75. EarthCam is entitled to recover damages as a result of OxBlue's, McCormack's, Paulson's, and Mattern's wrongful conduct.

Count Five:

Violation of the GCSPA

76. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 of this complaint as if set forth fully here.

77. OxBlue, McCormack, Paulson, and Mattern have engaged in activities that constitute civil and criminal computer theft under O.C.G.A. § 16-9-93(1). In particular, OxBlue, McCormack, Paulson, and Mattern improperly obtained login credentials from an EarthCam customer; used those credentials to gain access to EarthCam's proprietary information stored on its computer systems; and illegally copied that proprietary information, which is of commercial value.

78. OxBlue, McCormack, Paulson, and Mattern knew that they did not have authority to take or appropriate EarthCam's confidential and proprietary information from EarthCam's computers or computer networks, or to convert such information for their business use. Nevertheless, they used EarthCam's computers to take, appropriate, or convert EarthCam's property, and did so by deceitful means.

79. OxBlue's, McCormack's, Paulson's, and Mattern's thefts of EarthCam's confidential and proprietary information in the form of data copied from EarthCam's computer network have caused, and will continue to cause, EarthCam to suffer damages.

Count Six:

Conspiracy to Violate the GCSPA

80. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 and 77 to 79 of this complaint as if set forth fully here.

81. OxBlue, McCormack, Paulson, and Mattern entered into a conspiracy – outside the confines of the corporate conspiracy doctrine because of the criminal law violation – to accomplish a common, unlawful design to steal EarthCam's proprietary information.

82. In particular, OxBlue, McCormack, Paulson, and Mattern conspired to obtain login credentials from an EarthCam customer; to use those credentials to gain access to EarthCam's proprietary information stored on its computer systems; and to copy that proprietary information, which is of commercial value.

83. In furtherance of their unlawful design, the conspirators intentionally accessed EarthCam's computers and networks without authorization and obtained

proprietary information from EarthCam's protected computers, which are used in or affecting interstate commerce.

84. OxBlue's, McCormack's, Paulson's, and Mattern's thefts of EarthCam's proprietary information in furtherance of their conspiracy have caused, and will continue to cause, EarthCam to suffer damages.

Count Seven:

Misappropriation of Trade Secrets in Violation of GTSA

O.C.G.A. § 10-1-761, *et seq.*

85. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 of this complaint as if set forth fully here.

86. OxBlue, McCormack, Paulson, and Mattern have engaged in activities that constitute both criminal and civil misappropriation of trade secrets under O.C.G.A. § 16-8-13 and § 10-1-761, *et seq.*

87. EarthCam maintains trade secret information of competitive advantage in its online interface for its robotic camera system and other information concerning how the interface allows users to access and control their cameras.

88. EarthCam allows its customers to access this information only after they have entered into license agreements that forbid viewing, copying,

distributing, transmitting, reproducing, publishing, licensing, creating derivative works form, transferring or selling the trade secret information.

89. OxBlue, McCormack, Paulson, and Mattern obtained login credentials from an EarthCam customer in violation of the license agreement; used those credentials to gain access to EarthCam's trade secret information stored securely on its computer systems; and copied that trade secret information, which derives economic value from not being commonly known.

90. OxBlue, McCormack, Paulson, and Mattern knew that they used improper means to obtain EarthCam's trade secrets when they accessed and copied information from EarthCam's system.

91. OxBlue's, McCormack's, Paulson's, and Mattern's misappropriation of EarthCam's trade secrets has caused and will continue to cause EarthCam damages.

Count Eight:

Conspiracy to Misappropriate Trade Secrets in Violation of

O.C.G.A. § 16-8-13 and § 10-1-761, *et seq.*

92. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 and 86 to 91 of this complaint as if set forth fully here.

93. OxBlue, McCormack, Paulson, and Mattern entered into a conspiracy – outside the confines of the corporate conspiracy doctrine because of the criminal law violation – to accomplish a common, unlawful design to steal EarthCam's trade secret information.

94. In particular, OxBlue, McCormack, Paulson, and Mattern conspired to obtain login credentials from an EarthCam customer; to use those credentials to gain access to EarthCam's trade secret information stored on its computer systems; and to copy that information which is of competitive advantage to EarthCam.

95. In furtherance of their unlawful design, the conspirators intentionally accessed EarthCam's computers and networks without authorization and obtained proprietary information from EarthCam's protected computers, which are used in or affecting interstate commerce or communication.

96. OxBlue's, McCormack's, Paulson's, and Mattern's misappropriation of EarthCam's trade secrets has caused and will continue to cause EarthCam damages.

Count Nine:

Deceptive Business Practices Under GUDTPA, O.C.G.A. § 10-1-370

97. EarthCam realleges and incorporates by reference Paragraphs 1 to 49 of this complaint as if set forth fully here.

98. OxBlue, McCormack, Paulson, and Mattern have willfully made false or misleading representations of fact knowing them to be deceptive and has otherwise engaged in unfair and deceptive trade practices in violation of the GUDTPA.

99. OxBlue's, McCormack's, Paulson's, and Mattern's actions demonstrate an intentional, willful, and bad faith intent to harm EarthCam's business.

100. OxBlue, McCormack, Paulson, and Mattern are causing, or are likely to cause, substantial injury to EarthCam. EarthCam has no adequate remedy at law and is entitled to permanent injunctive relief, costs and reasonable attorneys' fees pursuant to O.C.G.A. § 10-1-373.

WHEREFORE, EarthCam respectfully prays for judgment as follows:

A. That OxBlue be permanently enjoined from

- (i) distributing false advertising and that it be required to issue corrective advertising;
- (ii) further copying, distributing, reproducing, preparing derivative versions, or displaying EarthCam's copyrighted source code and that it be required to return the copyrighted material; and

- (iii) disclosing or disseminating EarthCam's trade secret information and that it be required to return the trade secret material.
- B. That EarthCam be awarded its actual damages as proven at trial;
- C. That EarthCam be awarded OxBlue's profits;
- D. That EarthCam be awarded punitive damages;
- E. That EarthCam be awarded treble damages in connection with OxBlue's false advertising and unfair business practices;
- F. That EarthCam be awarded interest, including prejudgment interest;
- G. That EarthCam be awarded its reasonable attorneys' fees pursuant to the above-cited statutes;
- H. That EarthCam be awarded the costs of this action;
- I. That Defendants be held jointly and severally liable for all monetary relief awarded to EarthCam; and
- J. That EarthCam be awarded such other and further relief as the interests of justice require.

This 12th day of July, 2011.

Respectfully submitted,

s/Elizabeth Ann Morgan
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